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10 Attorneys for Non-Party Creditor  
LFG NATIONAL CAPITAL, LLC

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

16 IN RE: TFT-LCD (FLAT PANEL)  
ANTITRUST LITIGATION

Master File No. 07-1827 SI

MDL NO. 1827

19 This Document Relates to:

**DECLARATION OF ALAN L. ZIMMERMAN  
IN SUPPORT OF MOTION TO DIRECT FEES  
AND COSTS**

20 ALL INDIRECT PURCHASER ACTIONS

Date: April 26, 2013  
Time: 9:00 a.m.  
Judge: Hon. Susan Illston  
Ctrm: 10

1 I, Alan L. Zimmerman, declare as follows:

2 1. I am the Chief Executive Officer of LFG Servicing, LLC ("LFG Servicing"), the  
 3 loan servicing agent that is responsible for maintaining business records of and is authorized to  
 4 act on behalf of Non-Party Creditor LFG National Capital, LLC ("LFG National") with respect to  
 5 certain loans. I have personal knowledge of the following facts and, if called upon to testify, I  
 6 could and would testify competently thereto.

7 2. Documents referred to in and/or attached to this declaration are business records of  
 8 LFG National maintained by LFG Servicing in the ordinary course of its business, as loan  
 9 servicing agent for LFG National.

10 3. I make this declaration on the basis of my review of LFG National's business  
 11 records relating to the Term Loan and Security Agreement (the "Loan Agreement"), executed  
 12 between the Alioto Law Firm (the "Firm") and LawFinance Group, Inc. ("LawFinance"), on  
 13 March 1, 2005. A true and correct copy of the Loan Agreement, along with all amendments  
 14 thereto, is attached as Exhibit A hereto.

15 **A. The Loan Agreement**

16 4. The Loan Agreement replaced, and provided funds to refinance the amounts due  
 17 under, an earlier, similar loan agreement between the Firm and LawFinance dated January 14,  
 18 2004. A true and correct copy of the January 14, 2004 Term Loan and Security Agreement is  
 19 attached as Exhibit B hereto.

20 5. On March 1, 2005, LawFinance assigned and sold to LFG National all of  
 21 LawFinance's rights and interests under the Loan Agreement. A true and correct copy of the  
 22 Assignment Certificate dated as of March 1, 2005, reflecting the assignment of the Loan  
 23 Agreement from LawFinance to LFG National is attached as Exhibit C hereto.

24 6. A true and correct copy of a letter sent to Joseph M. Alioto ("Alioto") on March  
 25 24, 2005, reflecting the assignment of the Loan Agreement, is attached as Exhibit D hereto.

26 7. True and correct copies of the California Uniform Commercial Code Financing  
 27 Statements filed on January 12, 2004 and July 15, 2004, and the continuation filed December 31,  
 28 2008, are attached as Exhibit E hereto.

1           **B. The Guaranty**

2       8. A true and correct copy of the Guaranty executed between Alioto and LawFinance  
 3 on March 1, 2005 (the "Alioto Guaranty"), along with all amendments thereto, is attached as  
 4 Exhibit F hereto.

5       9. Alioto has not paid any monies to LFG National pursuant to the terms of the  
 6 Alioto Guaranty.

7           **C. The Stipulation for Entry of Judgment**

8       10. Alioto and the Firm have stipulated in writing to the entry of judgment against  
 9 them in the event of a default under the Loan Agreement. A true and correct copy of the  
 10 Stipulation for Entry of Judgment signed by Alioto and the Firm is attached as Exhibit G hereto.

11          **D. The Debtors' Breaches of the Loan Agreement and Guarantees**

12           **a. Debtors' Failure to Make Interest and Principal Payments**

13       11. LFG National, through LFG Servicing, has noticed the Firm of numerous events of  
 14 default by the Firm of its obligations under the Loan Agreement. The Firm was noticed of its  
 15 failure to remit required interest and principal payments on October 13, 2010, October 20, 2010,  
 16 September 7, 2011, June 12, 2012, June 18, 2012, July 16, 2012, August 16, 2012, September 17,  
 17 2012, October 16, 2012, November 16, 2012, December 17, 2012, January 16, 2013, and  
 18 February 16, 2013. The Alioto Law Firm has been in a continuous state of default under the Loan  
 19 Agreement since on or before October 13, 2010. True and correct copies of LFG Servicing's  
 20 letters to the Alioto Law Firm concerning these payment defaults are attached as Exhibit H  
 21 hereto.

22          **E. Letters to this Court Relating to the Debtors' Obligations**

23       12. A true and correct copy of the letter submitted to this Court by LFG National,  
 24 through counsel, on February 4, 2013 is attached as Exhibit I hereto.

25       13. A true and correct copy of the letter submitted to this Court by Joseph M. Alioto  
 26 on February 5, 2013 is attached as Exhibit J hereto.

14. A true and correct copy of the letter submitted to this Court by LFG National, through counsel, on February 8, 2013 is attached as Exhibit K hereto. The attachments to the letter, which are included as exhibits to this declaration, have been omitted.

15. A true and correct copy of the letter submitted to this Court by Joseph M. Alioto on February 12, 2013 is attached as Exhibit L hereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 11, 2013 at New York, New York.

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Alan L. Zimmerman

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